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INITIALS *[Signature]*

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**LEASE AGREEMENT**

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**THIS LEASE** is made on the "Current Date" listed in Box 1 of Page 1, between Ohana Military Communities, LLC, owner of the subject Premises (the "Owner"), and the individuals referenced in this Lease in Box 4 of Page 1 (individually and collectively referred to as "Resident").

**THE PARTIES AGREE AS FOLLOWS:**

1. **Parties to Lease.** Subject to the terms and conditions of this Lease, Owner rents to Resident and Resident rents from Owner, the Premise referenced on Page 1 of this Lease (the "Premises"). The Premises are to be used for residential use only, with exceptions permitted *solely* upon written approval of Owner. The Premises are managed by Forest City Residential Management, Inc. ("Agent"), whose address and phone number is specified in Box 10 of Page 1. Forest City Residential Management, Inc. is authorized to manage the Premises on behalf of Owner and to give and accept notices, demands and service of process on behalf of the Owner.
2. **Term/Automatic Renewal.** The term of this Lease is for a six (6) month period commencing upon the date set forth in Box 2 of Page 1 or the effective date of the transition to Public Private Venture Housing (if the Community is transitioning to Public Private Venture Housing), whichever is later and ending on the date set forth in Box 3 of Page 1. After expiration of the six (6) month term, this Lease will automatically continue on a month-to-month tenancy unless otherwise stated in the Construction and Relocation Addendum.
3. **Rent**
  - A. Resident agrees to pay monthly Rent equal to the Basic Allowance for Military Housing at the "with dependent" rate (the "BAH") at the Resident's duty station of the pay grade of the Resident service member. If more than one service member is listed in Box 4 of Page 1, the Rent for the Premises will be equal to the higher BAH of the Resident service members. Rent is inclusive of certain utilities, as explained in Section 8. Rent also includes limited renter's insurance coverage. See Section 30 of this Lease and the Community Handbook for additional information. If Resident's BAH rate changes at any time for any reason, Resident must notify Owner within fifteen (15) business days of the change.
  - B. If Resident's allotment or Unit Diary Entry Electronic Funds Transfer (UDEFT) is terminated while Resident is still in possession of the Premises without written permission from Owner, Resident will be considered in material breach of this Lease, unless such termination is beyond Resident's fault or control or Resident complies with Section 5.B. Notwithstanding any other provision of this Lease, if the Resident chooses to pay a security deposit equal to one month's rent, such Resident has the option of paying the monthly rent by check or money order to the Owner or Agent.
  - C. Rent is payable on the 1st calendar day of each month. Rent for the first month of the Lease term is payable on the 1st calendar day of the month following the month in which the Commencement Date occurs. Rent not paid or postmarked by the 5th calendar day of the month in which it is due will be considered late and will be subject to a late charge as set forth in Box 7 of Page 1.
    - i. Direct Payment Option: Resident chooses not to use Unit Diary Entry Electronic Funds Transfer (UDEFT) or allotment payment method, and agrees to make rent payments directly to the Owner on the first day of each month, without notice, to the Owner's office located at the address indicated in Box 10 of Page 1, or such other person at such address as Owner may notify Resident.  
\_\_\_\_\_ (Initial here to select this Option.)
    - ii. A security deposit equal to one month's rent is being held at Bank of Hawaii or such other bank as may be selected by Owner with notice to Resident.
  - D. Residents that do not qualify for BAH will pay the rental amount listed on Box 5 of Page 1 on the first day of each month without notice, to the Owner's office located at the address indicated in Box 10 of Page 1, or such other person at such address as Owner may notify Resident.
4. **Security Deposit.** Unless waived as set forth in Box 6 on Page 1, Resident agrees to pay as a security deposit one month's Rent. If a Resident is in a deployed status when this Lease is signed and is unable to execute an allotment or UDEFT, the Resident shall have the option of paying Rent by check or money order without the requirement of paying any security deposit. Thirty days after return from deployment, the Resident shall be required to elect whether to initiate payment by allotment or UDEFT or pay a security deposit in the amount of one month's Rent.

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Security deposits shall be deposited by the Owner in a trust account with a licensed and insured bank or savings institution located in the State of Hawaii, in accordance with Hawaii Revised Statutes, Chapter 521, Section 44. Unless Section 3.C.ii is filled in, Owner shall notify the Resident within 30 days after the beginning of the Lease term of the name and address of the bank or institution where the deposit is currently located. All or any portion of the security deposit may be used only for the Resident's possible nonpayment of Rent pursuant to Hawaii Revised Statute 521-44a, damage to the Premises, nonfulfillment of rental period, any unpaid bills that become a lien against the Premises due to the Resident's occupancy, costs of re-renting the Premises after breach by the Resident, costs of removal and storage of Resident's property after a summary ejectment proceeding or court costs in connection with terminating a tenancy.

**SECURITY DEPOSIT SHALL NOT BE USED BY RESIDENT IN LIEU OF PAYMENT OF LAST MONTH'S RENT.** Upon termination of the tenancy, money held by the Owner as a security deposit may be applied as permitted in the paragraph above or, if not so applied, shall be refunded to the Resident. In either case the Owner shall itemize in writing any damage and mail or deliver same to the Resident, together with the balance of the security deposit, no later than fourteen (14) days after termination of the tenancy and delivery of possession by the Resident. If the Resident's address is unknown, the Owner shall apply the deposit as permitted in the paragraph above after a period of 30 days and the Owner shall hold the balance of the deposit for collection by the Resident for at least six months. Owner may not withhold as damages part of the security deposit for conditions that are due to normal wear and tear, nor may the Owner retain an amount from the security deposit that exceeds its actual damages.

The security deposit will not be returned until all Residents and Occupants have vacated the Premises. Any security deposit returned by check shall be made out to all Residents named on this Lease, or as subsequently modified according to Hawaii Revised Statutes Chapter 521-44c.

No interest will be paid on the security deposit.

**5. Unit Diary Entry Electronic Funds Transfer (UDEFT) and Allotments.**

- A. Rent may be paid through a UDEFT if applicable. If a UDEFT is not available, Rent may be paid through an allotment, if available. By signing this Lease and electing not to pay the security deposit set forth in Box 6 of Page 1, Resident agrees to have Resident's BAH converted into a UDEFT or an allotment payable to Ohana Military Communities, LLC. If an allotment is started before the 10th of the month of move-in, then Resident is responsible for paying the prorated amount of Rent due, which covers Rent from the date of move-in until the 1st of the following month. If an allotment is started after the 10th of the month of move-in, then Resident is responsible for paying all Rent and charges due until the allotment has commenced. Allotments will be verified through Resident's Leave and Earning Statement (the "LES"), which will not be retained by the Owner and non-relevant portions of which may be redacted by the Resident. If Resident is not receiving Resident's BAH at the time of entering into this Lease, payment is not due until the date the Resident receives it, but Rent is owed from the Commencement Date of this Lease. It is Resident's responsibility to make adjustments in the allotment to reflect any changes in Resident's BAH rate. The Resident, after initially electing to pay through UDEFT or allotment, may thereafter elect to pay through check or money order. However, if the Resident makes such election, Resident shall be required to pay a security deposit as indicated in Section 3 and Section 4.
- B. Rent and all other charges owed by Resident pursuant to this Lease and not paid by UDEFT or allotment will be payable by check or money order at the address specified in Box 10 on Page 1.

**6. Late Charge: Returned Checks.**

- A. Resident acknowledges either late payment of Rent or issuance of a returned check may cause Owner to incur costs and expenses. These costs may include, but are not limited to, processing, enforcement and accounting expenses, and late charges imposed on Owner. If any installment of Rent due from Resident is not received by Owner postmarked by the 5th calendar day of the month, Resident shall pay to Owner a late charge for such monthly installment as set forth in Box 7 of Page 1. If a check is returned, Resident shall pay to Owner \$25.00 as a returned check charge for the first returned check and each subsequent returned check.

Late charges and returned check charges shall be deemed fees.


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- B. Resident and Owner agree that these charges represent a fair and reasonable estimate of the costs Owner may incur by reason of Resident's late or returned check payment. Any late charge or returned check charge shall be paid with the current installment of Rent. Owner's acceptance of any late charge or returned check charge shall not constitute a waiver as to any default of Resident. Owner's right to collect a late charge or returned check charge shall not be deemed an extension of the date Rent is due under Section 3 or prevent Owner from exercising any other rights and remedies under this Lease and as provided by law.
7. **Condition of Premises Upon Commencement Date.** Both Owner and Resident will conduct a joint walk-through inspection of the Premises prior to the Resident first taking occupancy to determine the condition of the Premises. Existing Residents at the time of privatization (who took occupancy prior to the Commencement Date) may request a joint walk-through inspection of the Premises, which will be scheduled within a reasonable period after request. Resident must provide to Owner in writing within five (5) Business days after taking occupancy or the walk-through, whichever is later, a description and request for repairs of any defects or damage to the Premises, including any furniture, furnishings, appliances, landscaping and fixtures. Otherwise, the Premises will be considered to be clean, safe and in good working condition other than defects that are not reasonably discoverable through visual inspection. Owner will provide Resident with a Move-In Condition Form on which Resident may note the items that are damaged or not in operable condition.
8. **Services and Utilities.** Owner shall be responsible for the payment of water, sewer, trash removal and electricity services provided to the Premises during the term of this Lease.
9. **Occupants and Permitted Use.** The Premises may be occupied only by people listed in Box 4 or Box 11 of Page 1 (those listed in Box 11 are called "Occupants"). Residents must notify Owner, in writing and in accordance with the Community Handbook, of visitors who plan to stay for more than seventy-two (72) hours. Owner may approve such requests on a case-by-case basis, which approval shall not be unreasonably withheld. Resident shall inform Owner in writing of any change in Occupants to be listed in Box 11 of Page 1. Resident agrees to use and maintain the Premises as a private residence only, except as permitted upon written approval of Owner.
10. **Pets.** No animal or pet shall be kept on or about the Premises except for those used as service or guide animals and those included in the Community Handbook. The Resident must sign a separate Pet Addendum prior to allowing any pet on or in the Premises. Restrictions on types and quantities of pets are detailed in the Community Handbook. Existing pets previously approved by the prior owner shall be permitted upon execution of the Pet Addendum. The Pet Addendum is incorporated into and becomes a part of this Lease.
11. **Rules/Regulations.**
- A. Resident agrees to comply with the Community Handbook delivered to Resident. Resident shall ensure that Occupants, guests and licensees of Resident shall not disturb, annoy, endanger or interfere with other residents of the Community, or use the Premises for any unlawful purposes, including, but not limited to, using, manufacturing, selling, storing or transporting illicit drugs or other contraband, or violate any law or ordinance, or negligently or intentionally damage the Premises. Resident shall not allow activities to be conducted on the Premises that would be considered to be a nuisance under applicable law, thereby unreasonably interfering with another resident's use and enjoyment of their property or adversely affecting the health, safety, and welfare or property rights of the community.
- B. Resident has been provided with and acknowledges receipt of a copy of the Community Handbook, which may be updated from time to time.
12. **Repairs/Alterations.** Owner is responsible for maintenance and repair of the Premises, and for ensuring that the Premises are safe and habitable. Unless otherwise allowed by law, without Owner's prior written consent (which consent shall not be unreasonably withheld), (i) Resident shall not make any repairs, alterations or improvements in or about the Premises including: painting, wallpapering, adding or changing locks, installing antenna or satellite dish(es) (except as provided in a Satellite Dish and Antenna Addendum signed by Resident), or using screws, fastening devices, large nails or adhesive materials; (ii) Owner shall not be responsible for the costs of alterations or repairs made by Resident; (iii) Resident shall not deduct from Rent the costs of any repairs, alterations or improvements; and (iv) any deduction made by Resident shall be considered unpaid Rent. Resident agrees to indemnify and hold harmless Owner as to any mechanics lien recordation or proceeding caused by Resident's action or inaction. Residents are authorized to hang pictures and drapes.

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If an emergency arises that could cause significant damage to property or injury to persons, Resident shall notify the Owner and thereafter may take reasonable action to prevent such damage or injury and may be reimbursed for reasonable costs incurred in taking such action.

13. **Maintenance.** Resident shall properly use, operate and safeguard the Premises, including if applicable, any privately fenced yard, furniture, furnishings and appliances, and all mechanical, electrical, gas and plumbing fixtures, and keep them and the Premises clean and sanitary. In the event the Resident becomes aware of any problem with, malfunction of, or damage to smoke detectors or carbon monoxide detectors (where applicable), the Resident shall immediately notify the Owner. The Owner will provide and regularly inspect and maintain all smoke detectors and carbon monoxide detectors (where applicable) in good working order. Resident shall be charged for damages caused by Resident, Occupant, pets, guests or licensees of Resident, excluding ordinary wear and tear. Resident shall be charged for all damage to the Premises as a result of failure to report a problem in a timely manner if the Resident could reasonably discover the damages under the circumstances. Resident shall be charged for repair of drain blockages or stoppages caused by Resident. Resident's failure to properly use, operate or maintain any item for which Resident is responsible shall give Owner the right to hire someone to perform such maintenance and charge Resident to cover the cost of such maintenance. Landscaping within privately fenced yards is the responsibility of the Resident while all other landscaping is the responsibility of the Owner. Owner will be responsible for providing electricity, water (hot and cold), trash removal services, street sweeping and pest control. See the Community Handbook for additional Owner maintenance responsibilities.
14. **Database Disclosure.** In accordance with Title 42, United States Code section 14071 and Hawaii Revised Statutes, Chapter 846E, state law enforcement authorities are required to collect and disseminate over the internet information concerning persons required to register as sex offenders. The Owner will assist law enforcement agencies in these endeavors as may be required by law. Sex offender information is available at <http://sexoffenders.hawaii.gov>.
15. **Waiver.** The waiver of either party of any breach will not be construed to be a continuing waiver of any later breach. If Owner receives the Rent with the knowledge of any violation of this Lease, this will not be deemed a waiver of the breach. No waiver by either party will exist unless made in writing and signed by all parties to this Lease.
16. **Joint and Individual Liability.** If there is more than one Resident, each one shall be individually and completely responsible for the performance of all obligations of Resident under this Lease, jointly with every other Resident, and individually, whether or not in possession.
17. **Right to Relocate.** Owner reserves the right to relocate Resident due to construction and renovations or habitability conditions. Owner will give Resident no less than a 45-day advance notice. Relocations directed by the Owner will be at no cost to the Resident. Relocation expenses resulting from habitability deficiencies caused by the Resident, Occupant, guests or licensees will be at the expense of the Resident, in addition to the cost to repair any habitability deficiencies.
18. **Entry onto the Premises.** Owner or its representatives may enter the Premises: (a) in case of emergency, (b) when Resident has been abandoned or surrendered the Premises, (c) to make necessary or agreed repairs, alterations or improvements, or to perform preventive maintenance, (d) to supply necessary or agreed services, (e) to test and maintain smoke detectors and carbon monoxide detectors, (f) to exhibit the Premises to prospective or actual purchasers, mortgagees, tenants, workers or contractors, (g) with your prior permission, or (h) as otherwise allowed by law. Except in cases of emergency, Owner will provide Resident with reasonable written notice of Owner's intent to enter and entry will be during normal business hours. Resident agrees that forty-eight (48) hours written notice shall be reasonable and sufficient notice. Resident may be present; however, entry is not conditioned upon Resident's presence. In case of an emergency, Owner or its representatives may enter the Premises at any time without prior notice, but the Owner shall make a reasonable effort to provide prior notice and in any event will provide written notice of having entered the Premises. Owner's entry shall not be so frequent or of such duration as to substantially interfere with the Resident's right to quiet enjoyment of the property.
19. **Assignment and Sublet.** Resident shall not sublet all or any part of the Premises, or assign or transfer this Lease or any interest in it. Any assignment, transfer or subletting of the Premises or this Lease by voluntary act of Resident, operation of law or otherwise, shall be null and void and, at the option of Owner, terminate this Lease.

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20. **Breach by Resident.** If Resident breaches this Lease, Owner will be allowed, at Owner's discretion, but not by way of limitation, to exercise any or all remedies provided under law.
21. **Estoppel Certification.** If the Premises are sold or refinanced and Owner presents to Resident a "Resident's Certification of Terms - Estoppel Certification," Resident agrees to execute and deliver to Owner within ten (10) days the certificate acknowledging, if true, that this Lease is unmodified and in full force and effect, or in full force and effect as modified with Owner's consent, and stating the modifications. If Resident fails to do so, it will be deemed an acknowledgement by Resident that the certification, as submitted by Owner, is true and correct and may be relied upon by any lender or purchaser. If the Resident is deployed when such request is made, Resident shall sign the estoppel certificate, if true, within 10 days of actual receipt of notice thereof after returning to the United States. In any case wherein the Resident alleges that the Lease has in fact been modified, the Resident shall so state in the estoppel certificate. The estoppel certificate shall provide a plain statement for the Resident to sign to indicate that the Lease has, in fact, been modified.
22. **Community Services and Facilities.** Owner may provide from time to time various services, equipment and facilities for residents to use at their own risk. Resident acknowledges that the use of the services or facilities may be canceled or modified at any time, at the sole discretion of Owner, and Resident will not be entitled to any reduction in Rent. Resident must use the community services or facilities in compliance with the restrictions described in the Community Handbook, which are subject to change during the term of this Lease. Resident may obtain additional copies of the Community Handbook at the management office upon request. Resident agrees not to allow Occupants and/or guests or invitees who do not comply with the Community Handbook to use such facilities. Owner retains the right to deny use or access to any Resident, Occupant or guest who, in Owner's opinion, fails to comply with the Community Handbook. Resident recognizes that Owner provides these services and facilities for Residents only as a courtesy in connection with Resident's leasing of the Premises and Owner may not provide attendants, supervisors or instructors, and Owner makes no representation that they have any expertise in operation or maintenance of the services or facilities.
23. **Hold Harmless.** Resident agrees that Owner, Agent and their representatives do not guarantee, warrant or assure the personal security of Resident or other Occupants. Owner and Agent shall not be liable for death, losses or damages to person or property of Resident, Resident's guests or Occupants, caused by theft, burglary, rape, assault, battery, arson, mischief, war, terrorism, vandalism, fire, smoke (including second-hand smoke from other residences), water, lightning, rain, flood, hail, explosion, sonic boom, interruption of, or spike in, utilities, electrical shock, latent defects, acts of nature or unexplained phenomena, lack of access to the Premises, the Community, or any other land under the control of the Federal Government, or acts of other Residents, Occupants or guests other than Owner's or Agent's negligence or willful misconduct or as otherwise provided by law. Except with respect to liability of Owner or Agent arising under law, Resident will indemnify and hold harmless Owner, Agent and their representatives from any and all liability, costs and expenses (including attorneys' fees) due to death, loss or damage to the person or property of the Resident, Occupants or others present at the Community with the Resident's consent from any cause other than Owner's or Agent's negligence or willful misconduct, and from any liabilities arising as the result of acts or omissions of the Resident, Occupants or others present at the Community with Resident's consent other than liabilities caused by Owner's or Agent's negligence or willful misconduct.
24. **Security Devices.** Except for customary exterior door locks and window latches, Owner will have no duty to furnish (or to continue to furnish) alarms of any kind, security guards, or other security devices except as required by law and to designated selected homes. (See Section 13 concerning Owner and Resident responsibility regarding smoke alarms and carbon monoxide detectors) If Owner furnishes any security device in the Premises, Owner will have no obligation or duty to inspect, test or repair any security device unless Resident requests Owner to do so, except in designated selected homes. Resident must inspect the security devices upon move in, and will be given the opportunity to make comments on their condition on the "Move-In Condition Form". Any and all security devices Resident installs must comply with all applicable laws, and Resident shall not change any locks or otherwise deny Owner access to the Premises. Resident agrees to release, indemnify and hold harmless Owner, Agent and their representatives from and against any liability (including attorney's fees), arising from or in anyway relating to the use or malfunction of any security device installed by Resident.
25. **Rental Information.** If rental history or other information on the Resident is requested by federal, state or local law enforcement agencies, Resident agrees that Owner may provide this information without recourse or further written authorization from Resident.

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**26. Resident's Obligations Upon Vacating the Premises.**

- A. Upon termination of this Lease, Resident shall: (i) give Owner all copies of all keys or opening devices to the Premises, including any common areas; (ii) vacate and surrender the Premises to Owner, empty of all persons; (iii) vacate any/all parking and/or storage space; (iv) clean and deliver the Premises, as specified in paragraph C below, to Owner in the same condition as referenced in Section 7, excepting ordinary wear and tear; (v) remove all debris; and (vi) give written notice to Owner of Resident's forwarding address, if known.
- B. All alterations/improvements left by the Resident at termination and that are made by or caused to be made by Resident, with or without Owner's consent, shall be deemed abandoned and may be disposed of, or retained by, Owner upon termination. Owner may charge Resident for restoration of the Premises to the condition they were in prior to any alterations/improvements.
- C. Right to Pre-Move Out Inspection and Repairs as follows:
- i. Within five (5) days after Resident provides Owner with a written notice of intent to vacate, Owner shall perform a pre-move out inspection and inform the Resident in writing of any potential move-out charges that may be assessed. At Resident's option, Resident may attend such pre-move out inspection. Resident shall be given an opportunity to remedy identified deficiencies prior to termination, consistent with the terms of this Lease.
  - ii. Any repairs or alterations made to the Premises as a result of this inspection shall be made at Resident's expense. Repairs may be performed by Resident or through others, who have adequate insurance and licenses and are approved by Owner. The work shall comply with applicable law, including governmental permit, inspection and approval requirements. Repairs shall be performed in a good and workmanlike manner with materials of quality and appearance comparable to existing materials. It is understood that exact restoration of appearance or cosmetic items following repairs may not be possible.
  - iii. Pursuant to Hawaii Revised Statute Section 521-56a, "When the tenant, within the meaning of Section 521-70d or section 521-44d, has wrongfully quit the premises pursuant to a notice to quit premises, or when the tenant has or upon the natural expiration of the term, and has abandoned personalty which the Landlord, in good faith, determines to be of value, in or around the premises, the Landlord may sell such personalty, in a commercially reasonable manner, store such personalty at the tenant's expense, or donate such personalty to a charitable organization. Before selling or donating such personalty, the Landlord shall make reasonable efforts to apprise the tenant of the identity and location of, and the Landlord's intent to sell or donate such personalty by mailing notice to the tenant's forwarding address, or to an address designated by the tenant for the purpose of notification or if neither of these is available, to the tenant's previous known address. Following such notice, the Landlord may sell the personalty after advertising the sale in a daily paper of general circulation within the circuit in which the premises is located for at least three (3) consecutive days, or the Landlord may donate the personalty to a charitable organization; provided that such sale or donation shall not take place until fifteen (15) days after notice is mailed, after which the tenant is deemed to have received notice.
- D. Final Move Out Inspection. Owner shall perform a final move out inspection on or promptly after the date Resident vacates the Premises. Owner will make a reasonable effort to accommodate the Resident's attendance at the final move-out inspection. At Resident's option, Resident and/or an agent designated by the Resident may attend such final move out inspection. Resident will be notified in advance of final move out inspection date. The residence must be in 'broom swept' condition upon move out. The Resident will be assessed charges for any damages to the Premises, except ordinary wear and tear.

**27. Termination by Resident Prior to Expiration of Term.**

- A. A Resident that is a military member shall have the right to terminate this Lease if: (i) the Resident is required to move pursuant to permanent change of station orders; (ii) the Resident receives temporary duty or deployment orders equal to or in excess of three (3) months' duration to depart thirty-five (35) miles or more (radius) from the Premises' location; (iii) the Resident is discharged or released from active duty with the armed forces of the United States or the Coast Guard; or (iv) the

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Resident dies during active duty (in which case an adult member of his or her immediate family or personal representative of the estate may exercise this right). In addition, a Resident that is a service member shall have the right to terminate this Lease as provided in the Service Members' Civil Relief Act, as shall Resident's dependents as provided in the Service Members' Civil Relief Act.

- B. In order to terminate this Lease under Section 27(A) above, Resident (or, in the case of death, an adult member of his or her immediate family or personal representative of the estate) shall provide Owner a written twenty-eight (28) day notice of intent to vacate (accompanied by appropriate forms/documents evidencing the circumstances giving rise to such right). The foregoing twenty-eight (28) day period can be reduced or waived by Owner under special circumstances. If (i) the Resident terminates this Lease early under Section 27(A) above, or (ii) two Residents terminate this Lease under either Sections 27(C) or 27(D) below, then the terminating Resident(s) will not be assessed a penalty for early termination. However, Resident is still responsible to turnover the Premises in accordance with the terms of this Lease.
- C. If two Residents are military members and only one Resident terminates this Lease under Section 27(A) above, the remaining Resident will not be required to terminate the Lease as to the remaining Resident, but has the option to do so by providing Owner a written twenty-eight (28) day notice of intent to vacate.
- D. A service member Resident may elect to terminate the Lease early as provided by the Service Member Civil Relief Act (SCRA). The service member Resident's spouse may continue to reside in the Premises under provision of the SCRA, or as agreed to by Owner, in which case a new Lease will be signed by the spouse at a mutually agreed Rent including utilities.
- E. Change in Marital Status:

The service member Resident shall have the option of terminating the Lease in the event of a change in marital status by providing a twenty-eight (28) day written notice to Owner. Such written notice shall be signed by the service member Resident and shall request to terminate the Lease due to a change in marital status. The written notice shall identify one of the following as the change in marital status: (1) A final decree of divorce by a court of competent jurisdiction, accompanied by a copy of such divorce decree; (2) a written separation agreement, accompanied by a copy of such agreement, or (3) the non service member Resident's desire to terminate the marriage and live separately despite the lack of a court order or written separation agreement and the service member Resident and the non service member Resident have maintained separate residences for at least thirty (30) days prior to the notice of termination. The Lease termination shall be effective only as to the requesting service member Resident.

In the event that the service member Resident elects to terminate the Lease pursuant to this paragraph, the remaining non service member Resident has the option to terminate the Lease by providing Owner with a written twenty eight (28) day notice. In the event such non military Resident continues to occupy the Premises under this Lease, the monthly Rent for the remainder of the then current term shall continue to be the monthly Rent immediately prior to termination by the service member Resident.

- F. If Resident terminates this Lease early, because Resident is buying a house, Resident will not be assessed a penalty for early termination. In such event, Resident will only be responsible for submitting to Owner a written twenty-eight (28) day notice of intent to vacate.
- G. Resident may terminate this Lease prior to the initial Lease Expiration Date shown on Page 1, Box 3, for any reason not specified herein. Resident must submit written notice at least twenty-eight (28) days prior the early termination date, a \$250 Early Termination Fee, together with any outstanding rent or other amounts owed to Owner pursuant to the terms of this Lease.
- H. After the initial Lease Term, the Resident may terminate the Lease by providing a written notice at least 28-days prior to the termination date. No fees will be assessed to terminate the Lease after the initial Lease Term.

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**28. Termination by Owner Prior to Expiration of Term.**

- A. Owner shall be entitled to terminate this Lease if Resident is in default under any of the covenants, terms or conditions of this Lease.
- B. In addition, Owner may terminate this Lease for the following reasons: (i) misuse or illegal use of the Premises, or conduct of Residents, Occupants guests or licensees which is detrimental to community safety and health; (ii) unacceptable care of or damage to the Premises; (iii) the Resident, in the act of apparent abandonment and as a result of voluntary action, ceases to reside personally in the Premises; (iv) use of the Premises for illegal activities; (v) commercial transactions not permitted in advance in writing by Owner; or (vi) construction or renovation relocations in accordance with the Construction and Relocation Addendum.
- C. The Owner may terminate the Lease in the event the Resident has vacated the Premises with no intent to return and occupy the Premises. A Resident will not be in default of the Lease for absences due to periods of Temporary Duty deployment (TDY), Temporary Assigned Duty (TAD), leave, or vacation. Resident is required to notify MSO for absences greater than fourteen (14) days.
- D. In the event that the service member Resident elects to terminate pursuant to paragraph 27.E above, the Owner has the right to terminate the Lease with respect to the remaining non service member Resident, provided that Owner gives such non service member Resident a written forty-five (45) day notice of such intent.

In addition, the Owner may, with forty-five (45) day written notice to the non service member Resident, terminate the Lease upon learning of a change in marital status, regardless of whether the service member Resident elects to terminate the Lease. A change in marital status includes only the following: (1) A final decree of divorce from a court of competent jurisdiction; (2) written separation agreement; or (3) voluntary separation of the service member Resident and the non service member Resident for at least sixty (60) continuous calendar days. The service member Resident absences from the Premises due to deployment, military assignment, or military leave, shall constitute separation for the purposes of this provision absence the consent of the service member Resident. Notwithstanding any of the above provisions, the Owner shall not have the right to terminate under this section if the service member Resident continues to reside in the Premises and one of the following conditions exist: (1) a court of competent jurisdiction identifies the service member Resident as the primary custodial parent of a minor dependent or (2) if there is no court order, the written separation agreement identifies the service member Resident as the primary custodial parent of a minor dependent or (3) if there is neither a court order nor written separation agreement, but one or more of the service member Resident's minor dependents continue to maintain the Premises as their principal place of residence.

- E. Owner may terminate this Lease after the initial Lease Term for any reason not specified herein by providing written notice at least forty-five (45) days prior to the termination date.

**29. Debarment.** Debarment to the installation of an Occupant of this Lease shall give Resident(s) the right to terminate this Lease, without penalty, upon twenty-eight (28) days advance written notice to Owner. Debarment to the installation of any Resident of this Lease shall give any remaining Resident(s) to this Lease the right to terminate this Lease, without penalty, upon twenty-eight (28) days advance written notice to Owner. Debarment to the installation of the sole Resident of this Lease shall give Owner the right to terminate this Lease, without penalty, upon thirty (30) days advance written notice to Resident.

**30. Damage to the Premises.** If, by no fault of Resident, the Premises is totally or partially damaged or destroyed by fire, earthquake, accident or other casualty that renders the Premises totally or partially uninhabitable, Resident or Owner may terminate this Lease by giving the other written notice. Rent shall be abated as of the date the Premises become totally or partially uninhabitable. The abated amount shall be the current monthly Rent prorated on a thirty (30) day period. If this Lease is not terminated, Owner shall promptly repair the damage, and Rent shall be reduced based on the extent to which the damage interferes with Resident's reasonable use of the Premises. If damage occurs as a result of an act of Resident, Occupant or Resident's guests or licensees, only Owner shall have the right of termination, and no reduction in Rent shall be made.

**31. Insurance.** Rent includes limited renter's insurance coverage. This coverage is purchased on behalf of the Resident. See Community Handbook for additional information on coverage provided for you as a Resident. Other than such coverage, Residents', Occupants', and guests' personal property and vehicles are not

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insured under any policy owned, purchased or maintained by Owner against loss or damage due to fire, theft, vandalism, rain, water, criminal or negligent acts of others, or any other cause. Resident is encouraged to review coverage included in Community Handbook and is advised to carry Resident's own insurance to protect Resident from any such loss or damage not covered.

32. **Attorneys' Fees and Costs.** If any legal action or proceeding is brought by either party to enforce any part of this Lease, the prevailing party shall be entitled to recover from the other party, in addition to all other relief, reasonable attorneys' fees and court costs.

33. **Informal Dispute Resolution.** If Resident has a request or concern:

- A. The Resident may bring request or concern to the attention of the onsite management office.
- B. If unsatisfied with the response of the onsite management office, the Resident may bring the request or concern to the attention of the General Manager at the owner's general management office.
- C. If unsatisfied with the response of the General Manager at the general management office, the Resident is encouraged to bring the request or concern to the attention of the Military Housing Office, which may be able to assist.

34. **Mediation.** Owner and Resident agree to mediate any dispute or claim arising between them out of this Lease, before resorting to court action. Mediation fees, if any, shall be divided equally among the parties involved. The parties agree to use a mediator selected from the mediation list incorporated in the Community Handbook. If, for any dispute or claim to which this paragraph applies, any party commences an action without first attempting to make reasonable efforts to resolve the matter through mediation, or refuses to mediate in good faith after a request has been made, then that party shall not be entitled to recover attorney's fees even if that party eventually prevails in the court proceeding. The following matters are excluded from this paragraph: (i) an unlawful detainer action; (ii) the filing or enforcement of a mechanic's lien; (iii) any claim in an amount less than or equal to \$2000; and (iv) any matter within the jurisdiction of a probate, or bankruptcy court. The filing of a court action to enable the recording of a notice of pending action, for order of attachment, receivership, injunction, or other provisional remedies, shall not constitute a waiver of the mediation provision.

35. **Choice of Law:** For all Residents, this Lease and the contractual relationship between the parties shall be construed exclusively in accordance with, and shall be exclusively governed by the substantive laws of the State of Hawaii, including but not limited to Hawaii State Revised Statutes, chapter 521, and the common law interpreting those statutes.

36. **Time of Essence; Entire Contract; Changes.** Time is of the essence. All understandings between the parties are incorporated in this Lease. Its terms are intended by the parties as a final, complete and exclusive expression of their agreement with respect to its subject matter, and may not be contradicted by evidence of any prior agreement or contemporaneous oral agreement. If any provision of this Lease is held to be ineffective or invalid, the remaining provisions will nevertheless be given full force and effect to the fullest extent permitted by law. Neither this Lease nor any provision in it may be extended, amended, modified, altered or changed except in writing signed by Owner and Resident. This Lease and any supplement, addendum or modification, including any copy, may be signed in two or more counterparts, all of which shall constitute one and the same writing.

37. **Keys and Remotes.** Resident acknowledges receipt of:

☐ 2 key(s) to the Premises, ☐ 2 remote control device(s) for garage door/gate opener(s),  
☐ 2 key(s) to mailbox, ☐ n/a

38. **Notifications.**

a) To Resident: Unless otherwise required in this Lease, any notice from Owner to Resident will be valid only if: (i) it is in writing, (ii) it is addressed to Resident at the Premises and (iii) it is personally delivered to the Premises or sent by mail. The effective date of a notice will be the day it is personally delivered to the Premises or, if it is mailed, two days after the date it is postmarked. Residents that are deployed or on temporary duty orders away from the Installation whose Premises will be unoccupied for more than thirty

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(30) days may provide an alternative address to the Owner for delivery of notices other than notices for routine or preventive maintenance, and Owner shall provide a copy of any such notice to the alternative address.

(b) To Owner: Unless otherwise required in this Lease or by law, Resident will give all required notices to Owner in writing, delivered personally or sent by mail. All such notices shall be addressed to Owner at the address set forth in Box 10 on the first page of this Lease or such other address as Owner may designate by written notice given in accordance with this section to Resident. The effective date of such notice will be the day it is personally delivered or, if it is mailed, two days after the date it is postmarked.

39. **Addenda.** Resident acknowledges receipt of the following Addenda, copies of which are attached hereto and are incorporated as part of this Lease.

- ☐ Asbestos Addendum
- ☒ Community Handbook (dated 10/2007)
- ☐ Construction and Relocation Addendum
- ☐ Executive Home Addendum
- ☐ Historic Homes Addendum
- ☐ Home-Based Business Addendum
- ☐ Lead Based Paint Disclosure Addendum
- ☒ Mold and Mildew Addendum
- ☒ Pet Addendum
- ☐ Satellite Dish and Antenna Addendum
- ☐ Other \_\_\_\_\_  
(Specify)

Resident has read and understands this Lease and agrees to be bound by all of its covenants, terms and conditions. Resident acknowledges that Resident has received a duplicate original of this Lease.

x Robert G. Barker  
RESIDENT

x 31 Aug 09  
DATE

x \_\_\_\_\_  
RESIDENT


x \_\_\_\_\_  
DATE

OWNER:

Ohana Military Communities, LLC  
By: Forest City Residential Management, Inc., Authorized Agent

x Amanda Wunseh

x 8/31/09



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**MOLD AND MILDEW ADDENDUM**

Page 1 of 4

THIS MOLD AND MILDEW ADDENDUM is made a part of the Lease with Ohana Military Communities, LLC (the "Owner") and the individuals referenced on Page 1 of the Lease (hereinafter collectively referred to as "Resident").

**MOLD:** Mold is found virtually everywhere in our environment—both indoors and outdoors and in new and old structures. Molds are naturally occurring microscopic organisms, which reproduce by spores and have existed practically from the beginning of time. All of us have lived with mold spores all our lives. Without molds we would all be struggling with large amounts of dead organic matter. Mold breaks down organic matter in the environment and uses the end product for its food. Mold spores (like plant pollen) spread through the air and are commonly transported by shoes, clothing and other materials. When excess moisture is present inside a dwelling, mold can grow. There is conflicting scientific evidence as to what constitutes a sufficient accumulation of mold which could lead to adverse health effects. Nonetheless appropriate precautions need to be taken.

**PREVENTING MOLD BEGINS WITH THE RESIDENT:** In order to minimize the potential for mold growth in the Premises, Resident agrees to do the following:

- Provide appropriate climate control and take other measures to retard and prevent mold and mildew from accumulating in the Premises. Resident agrees to use all air conditioning in a reasonable manner and use heating systems in moderation, and to keep the Premises properly ventilated by periodically opening windows to allow circulation of fresh air during dry weather only. Resident agrees not to block or cover any of the heating, ventilation or air-conditioning ducts in the Premises.
- Keep Premises clean – particularly the kitchen, the bathroom(s), carpets and floors. Regular vacuuming, mopping and using a household cleaner to clean hard surfaces is important to remove the household dirt and debris that harbor mold or food for mold. Immediately throw away moldy food.
- Remove visible moisture accumulation on windows, walls, ceilings, floors and other surfaces as soon as reasonably possible. Look for leaks in washing machine hoses and discharge lines—especially if the leak is large enough for water to infiltrate into nearby walls.
- When showering, be sure to keep the shower curtain inside the tub or fully close the shower doors. Also, the experts recommend that after taking a shower or bath: (1) wipe moisture off of shower walls, shower doors, the bath tub and the bathroom floor; (2) leave the bathroom door open until all moisture on the mirrors and bathroom walls and tile surfaces has dissipated; and (3) hang up towels and bath mats so they will completely dry out. Turn on any exhaust fans in the bathroom and kitchen before showering or cooking with open pots.
- Keep blinds 1 to 2 inches above the windowsill to allow air circulation behind blinds; use ceiling fans if present, and replace air filters according to management rules.
- IF SMALL AREAS OF MOLD HAVE ALREADY OCCURRED ON NO-POROUS SURFACES (such as ceramic tile, Formica, vinyl flooring, metal, wood or plastic), AND THE MOLD IS NOT DUE TO AN ONGOING LEAK OR MOISTURE PROBLEM, the federal Environmental Protection Agency (EPA) recommends that the area is first cleaned with soap (or detergent) and water, let the surface dry, and then within 24 hours apply a pre-mixed, spray-on type household biocide, such as Lysol Disinfectant, Pine-Sol Disinfectant, Tilex Mildew Remover or Clorox Clean. (Note: Only a few of the common household cleaners will actually kill mold.) Tilex and Clorox contain bleach, which can discolor or stain. Be sure to follow the instruction on the container. Applying biocides without first cleaning away the dirt and oils from the surface is like painting over old paint without first cleaning and preparing the surface.
- Always clean and apply a biocide to an area 5 or 6 times larger than any visible mold because mold may be adjacent in quantities not yet visible to the naked eye. A cleaner with a high-efficiency particulate air (HEPA) filter can be used to help remove non-visible mold products from porous

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**MOLD AND MILDEW ADDENDUM**

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items such as fibers in sofas, chairs, drapes and carpets-provided the fibers are completely dry. Machine washing or dry cleaning will remove mold from clothes.

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**MOLD AND MILDEW ADDENDUM**

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**RESIDENT SHALL IMMEDIATELY REPORT TO MANAGEMENT IN WRITING:**

- Any air conditioning or heating system problems discovered.
- Rainwater leaking from roofs, windows, doors and outside walls, as well as flood waters rising above floor level.
- Overflows from showers, bathtubs, toilets, lavatories, sinks, washing machines, dehumidifiers, refrigerator or a/c drip pans or clogged up a/c condensation lines.
- Leaks from plumbing lines or fixtures and leaks into walls from bad or missing grouting/caulking around showers, tubs, and sinks.
- Washing machine hose leaks, plant-watering overflows, pet urine, cooking spills, beverage spills and steam from excessive open pot cooking.
- Leaks from clothes dryer discharge vents (which can put lots of moisture into the air); and
- Insufficient drying of carpets, carpet pads, shower walls and bathroom floors.
- Any evidence of a water leak or excessive moisture in the Premises as well as in any storage room, garage or other common area.
- Evidence of mold or mildew-like growth in the Premises that cannot be removed simply by applying a common household cleaner and wiping the area.
- Musty odors, shower/bath/sink/toilet overflows
- Any inoperable doors or windows
- Discoloration of walls, baseboards, doors, window frames, or ceilings
- Moldy clothing
- Moisture dripping from or around any vents, air conditioning condenser lines

Management will respond in accordance with the state law and the Lease to repair or remedy if necessary.

**RELOCATION:** Please understand that if mold is detected in your Premises, the Owner may, at its discretion and its cost, temporarily relocate you to a comparable, furnished apartment or a hotel while the Owner evaluates, and if the Owner deems necessary, corrects the problem. Your signature below indicates your agreement that the Owner may temporarily relocate you to a comparable furnished apartment or a hotel under such circumstances.

**TERMINATION OF TENANCY:** Owner reserves the right to terminate the tenancy and Resident agrees to vacate the Premises if Owner in its sole judgment feels that either there is mold or mildew present in the Premises which may pose a safety or health hazard to Resident or other persons and/or Resident's actions or inactions are causing a condition which is conducive to mold growth.

**INSPECTIONS:** Resident agrees that Owner and Owner's agent may conduct inspections of the Premises at any time with reasonable notice.

**VIOLATION OF ADDENDUM:** Resident further agrees that Resident shall be responsible for damage to the home and Resident's property as well as personal injury to Resident and occupants resulting from Resident's failure to comply with the terms of this Addendum. Noncompliance includes, but is not limited to, Resident's failure to immediately notify management in writing of any mold, mildew or moisture problems. A default under the terms of this Addendum shall be deemed a material default under the terms of the Lease, and Owner shall be entitled to exercise all rights and remedies at law or in equity. Resident shall indemnify and hold Owner and Owner's agents harmless from and against all damages and injuries to person and property as a result of Resident's failure to comply with the terms of this Addendum.

**LEASE:** This Addendum is in addition to and made a part of the Lease and in the event there is a conflict between the Lease and this Addendum, the provisions of this Addendum shall govern. Except as specifically stated herein, all

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**MOLD AND MILDEW ADDENDUM**

Page 4 of 4

other terms and conditions of the Lease shall remain unchanged. Any term that is capitalized but not defined in this Addendum shall have the same meaning for purposes of this Addendum as it has for purposes of the Lease.

We have read and agree to the above.

x Robert L. Barker x 31 Aug 09  
RESIDENT DATE

x \_\_\_\_\_ x \_\_\_\_\_  
RESIDENT DATE

Ohara Military Communities, LLC  
By: Forest City Residential Management, Inc., Authorized Agent

x Amanda Wunsch x 8/31/09  
OWNER DATE

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P0000015

PET ADDENDUM

Page 1 of 2

Pet ownership is a conditional privilege extended to Residents in the community who meet the conditions specified below. Resident must act responsibly to control and care for Resident's pets. If Resident fails to do so, Owner at any time may revoke the privilege.

Resident must request approval from the Owner for Resident's pet before moving the pet into the Premises. Owner's approval must be in writing. Small birds, fish and guinea pigs which are properly caged in a domicile designed for their habitation are not counted against any pet limit and are allowed in the Premises. Resident is not allowed to breed any animals for any purpose at any time. Only two pets, dog(s) and/or cat(s), are allowed per home.

**RESIDENTS ARE ALLOWED:**

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Resident will be responsible for a proper flea and tick control program for Resident's pet(s). Resident will be required to provide documentation that the Premises has been treated prior to vacating the Premises. Any damages or flea infestation will be Resident's responsibility to remediate.

**CONDITIONS OF ANIMAL OWNERSHIP:**

- a) Vaccinations, license, and permits must be obtained as required by law, and Owner may request copies of these documents at any time.
- b) No reptiles of any kind are permitted.
- c) Only the pet(s) named and described on this Lease addendum will occupy the Premises and no additional or different pet is authorized under this Lease.
- d) Each pet will be kept at all times inside the Premises or within Resident's fenced and gated private backyard if Resident has one, except when on a leash and accompanied by and under Resident's control.
- e) If any pet becomes a disturbance or nuisance to others in or around the neighborhood, Resident will immediately remove the pet.
- f) Resident must clean up after each pet immediately. The areas of the Premises used by Resident's pet must be kept sanitary and shall not constitute a fly breeding reservoir, a source of offensive odors or disease.
- g) Animals shall be humanely treated at all times. Animals and the areas of the Premises used by Resident's pets shall not be permitted to disturb the peace or constitute a public nuisance or hazard.
- h) Owner is to be notified in the event of the death or removal of pets from the Premises. If obtaining new pets, a new Pet Addendum with current pet information must be completed.

DESCRIPTION OF PET (1):		
Name of Pet: VINNY	Type of Pet: <input checked="" type="checkbox"/> DOG <input type="checkbox"/> CAT	Breed: Toy Fox Terrier
Color: white / Tan	Weight: 10 lbs	Age: 11 yrs
License Number:	Date of Last Rabies Shot: June 2009	Veterinarian's Name: Rather + Fur
DESCRIPTION OF PET (2):		
Name of Pet: Old Boo Boo	Type of Pet: <input type="checkbox"/> DOG <input checked="" type="checkbox"/> CAT	Breed: Calico
Color: Orange / White	Weight: 10 lbs	Age: 12
License Number:	Date of Last Rabies Shot: June 2009	Veterinarian's Name: Rather + Fur

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PET ADDENDUM

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Authorization to keep a pet will be rescinded if the pet becomes a nuisance to neighbors because of noise, odor, sanitation, misbehavior, or grounds conditions. If the pet becomes a nuisance, the following will apply:

- a) Upon receipt of a valid written complaint, Resident will be issued a violation notice requiring Resident to take immediate corrective action. If the incident is a serious one, such as an animal bite, the notice may direct immediate removal of the animal and loss of pet privileges.
- b) If Resident fails to take corrective action immediately, Resident will be required to remove the pet from the Premises.
- c) Resident's failure to comply with a notice of pet removal or revocation of pet privileges shall constitute a material breach of the Lease.
- d) See the Community Handbook for further information regarding pets in privatized housing.

Resident agrees to the above.

X Robert A. Bauer  
RESIDENT

X 31 Aug 09  
DATE

X \_\_\_\_\_  
RESIDENT

X \_\_\_\_\_  
DATE

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